



St. Croix County Request for Bids ("RFB")

RFB Title: SNOW PLOWING

Expiring Contract: Yes
St. Croix County Master Contract: Yes
Re-Issued Solicitation: No
Original Solicitation #: SR2015

Send Response to:

St. Croix County Facilities
1101 Carmichael Rd.
Hudson, WI 54016

Name: Monica Lucht
Email: monica.lucht@co.saint-croix.wi.us
Telephone: 715-381-4925
Fax: 715-377-5818

Responses must be received by 2:00 p.m. Central time on: 10/26/2015.

THIS IS A PRICE INQUIRY. THIS IS NOT AN ORDER.

Terms and Conditions governing this solicitation, including applicable insurance requirements, are included as a part of this document. St. Croix County has no obligation to place an order as a result of this inquiry.

Solicitation Schedule

Listed below are specific dates and times of actions related to this solicitation. Actions with specific dates and/or times must be completed as indicated unless changed by St. Croix County. With the exception of the anticipated contract start date, in the event that St. Croix County finds it necessary to change any of the specific dates and/or times in the schedule listed below, it will do so by issuing an addendum which will be posted to the St. Croix County Website.

RFB Released:	10/02/2015
Contractor Questions Due:	10/19/2015
Addendum with Answers to Questions Issued:	10/20/2015
Solicitation Responses Due:	10/23/2015
Notice of Intent to Award:	10/26/2015
Anticipated Contract Start Date:	11/9/2015 or first snowfall

Solicitation Description

Snow plowing services for selected St. Croix County Facilities:

St. Croix County Nursing Home: 1445 North 4th Street, New Richmond, WI 54017
St. Croix County Services Center (SCCSC): 1752 Dorset Lane, New Richmond, WI 54017
ESR: 1525 N. 4th Street, New Richmond, WI 54017

1. Project Information

1.1. Purpose

St. Croix County, through the Facilities Department, seeks Snow plowing/removal services. The intent of the County is to award this contract to Contractor(s) who have the capability, equipment and experience to handle snow plowing for the selected St. Croix County facilities as outlined in this RFB. The county reserves the right to award the resulting contract to one bidder, multiple bidders, and/or any combination of facilities if it is in the best interest of the County.

1.2. Background Information (What have you done in the past???)

Vendor must have the capacity, equipment and experience to handle snow plowing for multiple facilities.

1.3. Specifications

The work covered under these specifications consists of furnishing all labor, materials and equipment to clear, relocate/remove snow from parking lots and walks for various St. Croix County facilities.

NOTE: Due to the close proximity of the three (3) locations, they will be awarded to one Contractor. Those being:

Nursing Home	1445 N. 4 th Street, New Richmond
SCCSC	1752 Dorset Lane New Richmond
ESR	1525 N. 4 th Street, New Richmond

St. Croix County Facility representative shall be the main contact for person for facilities as listed below:

First Contact:	Monica Lucht	715-381-4925		
Second Contact:	Jim Elsbury	715-386-4736	715-781-0930	24/7 available

Contractor(s) to provide the services as required below. The County reserves the right to contact Contractor(s) to provide additional services as necessary.

General Snow Removal Requirements:

All locations **except** Nursing Home

1. Lots and Sidewalks are to be plowed before 6:00 am on the day following the snowfall, unless otherwise specified in "Facility Specific Snow Removal Requirements" Section.
2. Clean-up plowing & sanding/salting/piling of snow will be based on contract unit prices by mutual agreement and coordinated between Contractor and County.
3. Snow removal from the sites will be **executed only upon County approval** and will occur on as-needed basis. Snow removal requests for snow loading, hauling or removal from site to be completed within 24 hours of snow fall, or at a time to be coordinated with the Facilities representative at a specific location.
4. Sand / Salt mixture not to be less than 10% Sodium Chloride salt.
5. Snow plowing rate for accumulation of higher than 12" will be calculated based on Contractor's snow plowing rate for 8-12" plus applicable plowing rate based on additional snow accumulation beyond 12". Example: Snow plowing rate for an accumulation of 15" = \$ amount for 8-12" + \$ amount for 2-4".
6. Snow accumulation totals will be calculated based on the accumulations measured by the National Weather Service for New Richmond, Wisconsin

Facility Specific Snow Removal Requirements:

A. St. Croix County Nursing Home

The hours of snow removal for this building shall be between 5:00 p.m. and 7:00 a.m. Monday through Friday and 24 hours Saturday and Sundays. This facility is open 24 hours; therefore, the parking lot and sidewalks are to be plowed before 5:00 a.m. Sunday thru Saturday on the day of the snow fall: with snow accumulations of 1/2" and above, unless otherwise specified.

1. Sanding and salting **will be required** even if snow falls do not reach 1/2" if the lots and walks are iced up.
2. The scope of work includes all of the paved area of the parking lot(s), sidewalks and the loading dock areas to include the entrance and the building trash dumpster access.
3. Parking lot must be plowed by 7:00 a.m.
4. Separate price for plowing and hand shoveling. Include separate price for sand/salt.

1.4. Contractor Qualifications

Contractor(s) must have the capacity, equipment and experience to handle snow plowing for multiple county facilities.

1.5. Location of Work

Supplies, equipment, materials, and/or labor services are to be provided, performed, and/or completed at the following location(s): noted in Section 1.3 Specifications above.

The County will provide a location with electric to park equipment.

1.6. Contract Term

The anticipated term of the resulting Agreement shall be from November 2, 2015 and shall continue for three (3) years pending successful completion of the first year.

1.7. Escalation

The desired contract resulting from this solicitation shall be a multi-year term contract. The County is allowing the Contractor to provide cost escalation information in their solicitation response in accordance with the format and information requested in this solicitation. If the Contractor chooses to maintain pricing for the full desired contract term, the Contractor shall clearly state so in their solicitation response. Solicitation responses that do not include requested escalation information shall be deemed non-Responsive.

Contract prices for Snow Plowing Master Contract will remain firm through the first complete calendar year of the contract. First potential price increase will not be available until the contracts anniversary date in 2016.

Contractors must submit a written request for CPI price adjustments at minimum 30 days prior to the contract anniversary date and receive written approval from the St. Croix County Facilities Department before any price adjustment becomes effective. St. Croix County may require the contractor to provide additional backup documentations and justification before approval of their price adjustment request.

If a contractor fails to request a CPI price adjustment 30 days prior to the contract anniversary date in writing, the adjustment will be effective 30 days after the County Facilities Department receives and approves their written request.

Supplies, Equipment, Materials may not be delivered and/or Labor Services may not begin until the contract has been fully executed. An expired contract cannot be extended or renewed.

1.8. Costs

1.8.1.

The resulting contract fee shall be a rate setting contract without a not to exceed threshold.

1.8.2.

The solicitation response shall include all costs for supplies, materials, equipment, labor, and expenses necessary to perform the work.

1.8.3.

The solicitation response shall not include applicable state sales tax.

1.9. Special Conditions

1.9.1.

Damage: County Facilities representatives and Contractor representative shall perform a walkthrough documenting physical site conditions prior to first snow fall and at the end of the season.

County will mark all Curb ends, Sewer Conductors and Medians with Fiberglass delineators.

It is the responsibility of the Contractor to repair any damage done to public appurtenances (curbs, boulevards, sidewalks, trees, landscape, grass, etc.) or private property as a result of the Contractor's plowing operations. Any damage must be immediately reported to the County and all repairs must be made to the satisfaction of the County Facilities representative. In the event the Contractor does not or cannot make necessary repairs, the County will repair the damages and subtract the costs from the Contractor's invoice.

1.9.2.

Understanding of Work: Lack of understanding as to the intent, amount of work involved or lack of knowledge of the conditions pertaining to the work, shall not relieve the Contractor from performing the entire work requirement to complete satisfactory performance of the contract.

1.9.3.

Site Examination: Contractors must visit the site to familiarize themselves with the work required under this solicitation, and take field measurements as deemed necessary. No extras will be allowed because of the Contractor's misunderstanding as to the amount of work involved or their lack of knowledge of any of the conditions pertaining to the work based on their neglect to visit or make examination of the site.

1.9.4.

Criteria for Award: The County reserves the right to award the resulting contract to one Contractor, multiple Contractors, and/or any combination of facilities if it is in the best interest of the County.

For the purpose of this contract, the Contractor that submits the lowest Bid Price per for each facility will be determined the low bidder. Please note that the hours and estimated costs listed in Attachment 1- Price Sheet are annual estimates and used to determine unit rates and a low

bidder. Actual hours and costs may differ from the estimated amounts Award will be made based upon bid price, available equipment, experience and references.

2. General Solicitation Standard Terms and Conditions

2.1. Solicitation Process

The County will not provide compensation to the Contractor for any expenses incurred for solicitation response preparation. The County expressly reserves the right to amend or withdraw this solicitation at any time and to reject any or all solicitation responses. The County reserves the right to waive any minor irregularities in the solicitation process. All communications during the solicitation process shall be directed to the solicitation contact assigned to the solicitation, as identified on the first page of this solicitation. Contractors shall not have contact with any other County employees or elected officials at any time during the solicitation process. Violation of this provision shall disqualify the contractor from consideration.

2.2. Solicitation Questions

All questions concerning this solicitation shall be submitted in writing to the solicitation contact at the fax number or email address listed above.

2.3. Solicitation Addenda

Any solicitation changes, additions, alterations, corrections, or revisions shall be made in writing via an addendum within a reasonable time to allow prospective contractors to consider them in preparing their solicitation responses.

2.4. Collusion

Contractors shall not enter into an agreement, participate in any collusion, or otherwise take any action in restraint of free competition in connection with this solicitation or any contract which may result from its acceptance, including actions involving other contractors, competitors, County employees or County Board members. Evidence of such activity will result in rejection of the solicitation response.

2.5. Solicitation Response Format and Content

Contractors shall include the following forms and information in their solicitation responses.

2.5.1.

Completed Solicitation Response Form, attached.

2.5.2.

Completed Contractor Information and Reference Form, attached.

2.5.3.

A summary of claims brought against the proposer, subcontractors, and proposed project team members during the past five years related to their goods and/or services, and the status of each claim.

2.5.4.

Submission of a solicitation response constitutes agreement by the contractor that it has read and will comply with all provisions in this solicitation document, including the General Contract/Agreement Terms and Conditions, and any addenda issued, and not on oral statements. Solicitation responses shall be signed by a contractor representative authorized to bind the contractor. If a contractor fails to submit the required forms and content, the solicitation response will be considered non-responsive and shall be rejected.

2.6. Response Submission

Contractors must submit **one original and one copy** of the solicitation response in writing and unbound. The original shall be submitted in a sealed envelope, with the RFB Title and Number on the outside, to the mailing address listed above. Bid responses must be received no later than **2:00 p.m., Central time, on October 23, 2015**. Faxed, emailed, and oral solicitation responses will not be considered. The Contractor's name and base bid will be read at the public opening.

2.7. Solicitation Response

2.7.1.

Upon submission, a solicitation response becomes the property of the County and will not be returned. The County retains the right to use any concept or idea presented in any solicitation response, whether or not that solicitation response is accepted.

2.7.2.

The solicitation response shall remain valid for 120 days starting on the solicitation response due date.

2.8. Solicitation Response Acceptance

Solicitation responses shall be unconditionally accepted without alteration or correction, except as authorized.

2.9. Conditioning Solicitation Responses Upon Other Awards Not Acceptable

Solicitation responses conditioned upon receiving award of both the particular contract being solicited and another County contract shall be rejected.

2.10. Solicitation Response Mistakes

2.10.1.

A solicitation response may be withdrawn on written request of the Contractor prior to the solicitation due date and time. Negligence of the Contractor in preparing its response confers no right to withdraw the solicitation response after the solicitation due date and time. Prior to the due date and time, changes may be made, provided the change is initialed by the Contractor's agent. If the intent of the Contractor is not clearly identifiable, the interpretation most advantageous to the County will prevail.

2.10.2.

Any solicitation response, withdrawal, or modification received after the solicitation due date and time shall be considered late and the solicitation response, withdrawal, or modification shall be rejected.

2.11. Selection

2.11.1.

A written Notice of Intent to Award shall be sent to the responsible qualified contractor offering the lowest price for the work described in this solicitation.

2.11.2.

If award is noted to be made on an aggregate basis, any solicitation response that fails to include pricing for all items will be rejected.

2.11.3.

If a specification identifies options, at the discretion of the County, award may be made using the base price only, or the base price plus one, some or all options to determine low price.

2.11.4.

If the fixed price includes a unit price calculation and the Contractor has made an error when calculating the extended price, the fixed price using the unit prices shall be used for contract award.

2.12. Notice of Intent to Award

The following must be submitted in response to a Notice of Intent to Award within the time period identified within the Notice of Intent to Award:

2.12.1.

W-9

2.12.2.

Certificate of Insurance (COI)

2.13. Only One Solicitation Response Received

If only one solicitation response is received, an award may be made to the single Contractor if the County finds that the price submitted is fair and reasonable, and that either other Contractors had reasonable opportunity to respond, or there is not adequate time for re-solicitation.

2.14. Approved Equal

Contractors shall submit only one solicitation response for the identified product. A solicitation response for other products will be rejected.

3. General Contract/Agreement Terms and Conditions

3.1. Payment

3.1.1.

Invoices shall show Tax Exempt.

3.1.2.

No payment will be made until the invoice has been approved by the County.

3.1.3.

Payment shall be a single payment when all of the materials and/or services have been received in accordance with the provisions of the resulting contract.

3.2. Application for Payments

3.2.1.

The Contractor may not submit invoices more than once a month.

3.2.2.

Invoices for any goods or services not identified in this Agreement will be disallowed.

3.2.3.

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished, dates and times of services provided, cost per item or service, and total invoice amount.

3.2.4.

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by the County.

3.2.5.

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

3.3. Compliance With Legal Requirements

3.3.1.

The Contractor shall comply with all applicable federal, state and local laws and the St. Croix County Terms and Conditions as attached.

3.3.2.

Unless otherwise provided in the agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the contract, including registration to do business in Wisconsin with the Secretary of State's Office.

3.3.3.

The Contractor shall provide the County with prior notice of any lapse in the insurance required under this Agreement including cancellation and/or non-renewal or material change in coverage.

3.3.4.

Nothing in the Agreement shall constitute a waiver by the County of any statutory or common law immunities, defenses, limits, or exceptions on liability.

3.4. Setoff

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor. The County may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

3.5. Unavailability of Funding - Termination

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Wisconsin, or other funding sources, and the appropriation of funds by the County Board. The County may immediately terminate this Agreement if the funding for the purchase is no

longer available or is not appropriated by the County Board. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

3.6. Protection of Persons and Property

3.6.1.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, County employees and other persons who may be affected; the Contractor's work and materials and equipment which are under the care, custody and control of the Contractor or any of the Contractor's subcontractors; and other property at the project site or adjacent thereto.

3.6.2.

Unless otherwise directed by the County's Authorized Representative, the Contractor shall promptly remedy damage or loss to property caused in whole or in part by the Contractor, its employees, officers, or subcontractor(s), or anyone directly employed by any of them, or by anyone for whose acts any of them may be liable.

3.7. Warranty

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

3.8. Title - Risk of Loss

The County shall be relieved from all risks of loss or damage to goods, and/or all documentation prior to the time title passes to the County as described above. The Contractor shall not be responsible for loss or damage to goods and/or documentation occasioned by negligence of the County or its employees.

3.9. St. Croix County Master Contract

The resulting contract will be a St. Croix County Master Contract available to all St. Croix County departments.

3.10. Entire Agreement

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the County and the Contractor to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

4. Special Contract Terms and Conditions

4.1.

Worker's Compensation is required by Wisconsin Law

4.2.

Employer's liability with limits of \$500,000/\$500,000/\$500,000

STANDARD TERMS AND CONDITIONS

1. DEFINITIONS. In this section 'Contracting Party' shall mean any party that is entering into this Agreement with the County of St. Croix 'St. Croix' shall mean the County of St. Croix. These definitions shall apply only to this section titled 'Standard Terms and Conditions' and shall not replace, modify or supersede any definitions used in other sections of this Agreement.

2. STANDARD OF PERFORMANCE. Contracting Party agrees that the performance of the services, pursuant to the terms and conditions of this Agreement, shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same professions currently practicing under similar circumstances providing like services. Contracting Party agrees to abide by all applicable federal, state and local laws, regulations and ordinances, and all provisions of this Agreement.

3. FULLY QUALIFIED. Contracting Party represents that all personnel engaged in the performance of the services set forth in this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform the services.

4. SCOPE OF SERVICES. Contracting Party is required to perform, do and carryout in a satisfactory, timely, and professional manner the services set forth in this Agreement. The Contracting Party is required to furnish all services and labor necessary as indicated in this Agreement, including without limitation materials, equipment, supplies, and incidentals. The scope of services to be performed shall include, without limitation, those services set forth in this Agreement. St. Croix may from time to time request the Contracting Party to perform additional services which are not set forth in this Agreement. In the event that such a request is made, the performance of such services shall be subject to the terms, conditions and contingencies set forth in this Agreement.

5. CHANGE OF SCOPE. The scope of service set forth in this Agreement is based on facts known at the time of the execution of this Agreement, including, if applicable, information supplied by Contracting Party. Scope may not be fully definable during initial phases. As projects progress, facts discovered may indicate that the scope must be redefined. Parties shall provide a written amendment to this Agreement to recognize such change.

6. COMPENSATION. Contracting Party will be compensated by St. Croix for the services provided under this Agreement and subject to the terms, conditions and contingences set forth herein. Payments to Contracting Party for services rendered under this Agreement will be based on itemized invoices submitted on a monthly basis by the Contracting Party to St. Croix. These invoices must be itemized to include labor costs and the Contracting Party's direct expenses, including subcontractor costs. The final payment of the balance due the Contracting Party for the completed service shall be made upon completion and acceptance of the services performed by the Contracting Party under this Agreement.

7. TAXES, SOCIAL SECURITY, INSURANCE AND GOVERNMENT REPORTING. Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the Contracting Party receiving payment under this Agreement shall be the sole responsibility of the Contracting Party.

8. TERMINATION FOR CAUSE. If, through any cause, the Contracting Party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contracting Party shall violate any of the covenants, agreements, or stipulations of this Agreement, St. Croix shall thereupon have the right to terminate this Agreement by giving written notice to the Contracting Party of such termination and specifying the effective date, at least ten (10) days before the effective date –of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other material related to the services performed by the Contracting Party under this Agreement for which compensation has been made or may be agreed to be made shall, at the option of St. Croix, become the property of St. Croix. Notwithstanding the foregoing, the Contracting Party shall not be relieved of liability to St. Croix for damages sustained by St. Croix by virtue of this Agreement by the Contracting Party, and St. Croix may withhold any payments to the Contracting Party for the purpose of setoff until such time as the exact amount of damages due to St. Croix from the Contracting Party is determined.

9. TERMINATION FOR CONVENIENCE. St. Croix may terminate this Agreement at any time and for any reason by giving written notice to the Contracting Party of such termination and specifying the effective date, at least ten (10) days before the effective date of such termination. If this Agreement is terminated by St. Croix pursuant to this provision, Contracting Party will be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the Contracting Party covered by this Agreement, less payments for such services as were previously made. The value of the services rendered and delivered by Contracting Party will be determined by St. Croix.

10. SAFETY. Unless specifically included as a service to be provided under this Agreement, St. Croix specifically disclaims any authority or responsibility for general job site safety, or the safety of persons or property. Contracting Party shall be responsible to follow all safety regulations per State and Federal guidelines.

11. DELAYS. If performance of St. Croix's obligations is delayed through no fault of St. Croix, St. Croix shall be entitled to an extension of time equal to the delay.

12. OPINIONS OF COST. Any opinion of costs prepared by St. Croix is supplied for general guidance of Contracting Party only. St. Croix cannot guarantee the accuracy of such opinions as compared to actual costs to Contracting Party.

13. USE OF ST. CROIX PROPERTY. Any property belonging to St. Croix being provided for use by Contracting Party shall be used in a responsible manner and only for the purposes provided in this Agreement. No changes, alterations or additions shall be made to the property unless otherwise authorized by this Agreement.

14. INSURANCE. Contracting Party shall, at its sole expense, obtain and maintain in effect at all times during this Agreement the following insurance coverage:

1) Commercial General Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage;

2) Automobile Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury and property damage covering all vehicles to be used in relationship to this Agreement;

3) Umbrella Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage in excess of coverage carried for commercial general liability and automobile liability; and

4) To the extent that Contracting Party employs any employees or as otherwise required by law, Workers' Compensation and Employees' Liability Insurance with Wisconsin statutory limits. On the certificate of insurance, St. Croix shall be named as an additional insured on any General Liability Insurance, Automobile Insurance, and Umbrella Liability Insurance. The certificate must state the following: The County of St. Croix, its officers, agents, employees, and authorized volunteers shall be Additional Insureds. Prior to execution of the Agreement, Contracting Party shall file with St. Croix, a certificate of insurance signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Contracting Party shall provide St. Croix with a thirty (30) day notice prior to termination or cancellation of the policy. St. Croix reserves the right to require review and approval of the actual policy of insurance before it executes this Agreement.

15. INDEMNIFICATION. To the fullest extent allowable by law, Contracting Party hereby indemnifies and shall defend and hold harmless, at Contracting Party's expense, St. Croix, its elected and appointed officials, committee members, officers, employees or authorized representatives or volunteers, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, attorney's fees (including in-house counsel legal fees), costs and expenses of whatsoever kind, character or nature whether arising before, during, or after completion of the Agreement hereunder and in any manner directly or indirectly caused or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive of Contracting Party, or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement, regardless if liability without fault is sought to be imposed on St. Croix. Contracting Party's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the willful misconduct of St. Croix, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Nothing in this Agreement shall be construed as St. Croix waiving its statutory limitation and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of this Agreement.

Contracting Party shall reimburse St. Croix, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contracting Party's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by St. Croix, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

16. NO PERSONAL LIABILITY. Under no circumstances shall any trustee, officer, Official, commissioner, director, member, partner or employee of St. Croix have any personal liability arising out of this Agreement, and Contracting Party shall not seek or claim any such personal liability.

17. INDEPENDENT CONTRACTORS. The parties, their employees, agents, volunteers, and representative shall be deemed independent contractors of each other and shall in no way be deemed as a result of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its employees. The parties shall not be considered joint agents, joint ventures, or partners.

18. GOVERNING LAW. This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in St. Croix County, Wisconsin. Each party waives its right to challenge venue.

19. JURY TRIAL WAIVER. The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.

20. NOTIFICATION. Contracting Party shall:

1) As soon as possible and in any event within a reasonable period of time after the occurrence of any default, notify St. Croix in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by Contracting Party with respect thereto.

2) Promptly notify St. Croix of the commencement of any litigation or administrative proceedings that would cause any representation and warranty of Contracting Party contained in this Agreement to be untrue.

3) Notify St. Croix, and provide copies, immediately, upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by Contracting Party or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of Contracting Party or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against Contracting Party or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

21. SEVERABILITY. The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

22. ASSIGNMENT, SUBLET, AND TRANSFER. Contracting Party shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior

written consent of St. Croix. This Agreement shall be binding on the heirs, successors, and assigns of each party hereto. Contracting Party shall provide not less than forty-five (45) days advance written notice of any intended assignment, sublet or transfer.

23. NO WAIVER. The failure of any party to insist, in anyone or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

24. SUBCONTRACTING. None of the services to be performed under this Agreement shall be subcontracted without the prior written approval of St. Croix. If any of the services are subcontracted, the performance of such services shall be specified by written contract and shall be subject to each provision of this Agreement. Contracting Party shall be as fully responsible to St. Croix for the acts and omissions of its subcontractors and of person either directly or indirectly employed by them, as it is for acts and omissions of persons directly employed by it.

25. CONFLICTS OF INTEREST. Contracting Party covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contracting Party further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of Contracting Party or its employee must be disclosed to St. Croix.

26. NON-DISCRIMINATION. Pursuant to law, it is unlawful and Contracting Party agrees not to willfully refuse to employ, to discharge, or to discriminate against any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status; not to discriminate for the same reason in regard to tenure, terms, or conditions of employment, not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any employment policy which discriminates between employees on account of race, color, religion, sex, creed, age, disability, national origin or ancestry, lawful source of income, marital status or familial status; not to seek such information as to any employee as a condition of employment; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed or familial status. Contracting Party shall include or cause to be included in each subcontract covering any of the services to be performed under this Agreement a provision similar to the above paragraph, together with a clause requiring such insertion in further subcontracts that may in turn be made.

27. POLITICAL ACTIVITIES. Contracting Party shall not engage in any political activities while in performance of any and all services and work under this Agreement.

28. GOVERNMENTAL APPROVALS. Contracting Party acknowledges that various undertakings of St. Croix described in this Agreement may require approvals from the St. Croix County Board of Supervisors, St. Croix County bodies, and/or other public bodies, some of which may require public hearings and other legal proceedings as conditions precedent thereto. Contracting Party further acknowledges that this Agreement is subject to appropriation by the St. Croix County Board of Supervisor's. St. Croix's obligation to perform under this Agreement is conditioned upon obtaining all such approvals in the manner required by law. St. Croix cannot assure that all such approvals will be obtained; however, it agrees to use good faith efforts to obtain such approvals on a timely basis.

29. ENTIRE AND SUPERSEDING AGREEMENT. This writing, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions and understandings of the parties (whether written or oral) are merged herein and made a part hereof. This Agreement, however, shall be deemed and read to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of, granting approvals or conditions attendant with such approval, the specific action of St. Croix shall be deemed controlling. To the extent that any terms and conditions contained in this Agreement, all Exhibits hereto, and the other documents and agreement referenced herein conflict with these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence.

30. AMENDMENT. This Agreement shall be amended only by formal written supplementary amendment. No oral amendment of this Agreement shall be given any effect. All amendments to this Agreement shall be in writing executed by both parties.

31. IMPLEMENTATION SCHEDULE AND TIME OF THE ESSENCE. Any and all phases and schedules which are the subject of approvals, or as set forth herein, shall be governed by the principle that time is of the essence, and modification or deviation from such schedules shall occur only upon approval of St. Croix. The County Administrator or in the County Administrator's absence, the Corporation Counsel or Risk Manager, shall have the ability to postpone any deadline listed herein, up to a maximum of ninety (90) days.

32. TIME COMPUTATION. Any period of time described in this Agreement by reference to a number of days includes Saturdays, Sundays, and any state or national holidays. Any period of time described in this Agreement by reference to a number of business days does not include Saturdays, Sundays or any state or national holidays. If the date or last date to perform any act or to give any notices is a Saturday, Sunday or state or national holiday, that act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

33. NOTICES. Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: a) when personally delivered; b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or c) one (1) business day after deposit with a nationally recognized overnight

courier service, addressed by name and to the party or person intended as follows:

EFFECTED COUNTY DEPARTMENT (Addressee)

County of St. Croix, Facilities Department
1101 Carmichael Road
Hudson, WI 54016

Copy to: Attn. County Corporation Counsel
1101 Carmichael Road
Hudson, WI 54016

Contracting party shall identify in writing and provide to St. Croix the contact person and address for notices under this Agreement.

34. INCORPORATION OF PROCEEDINGS AND EXHIBITS. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by St. Croix, including but not limited to adopted or approved plans or specifications on file with St. Croix, and further including but not limited to all exhibits as referenced herein, are incorporated by reference herein and are deemed to be the contractual obligation of Contracting Party whether or not herein enumerated.

35. ACCESS TO RECORDS. Contracting Party, at its sole expense, shall maintain books, records, documents and other evidence pertinent to this Agreement in accordance with accepted applicable professional practices. St. Croix, or any of its duly authorized representatives, shall have access, at no cost to St. Croix, to such books, records, documents, papers or any records, including electronic, of Contracting Party which are pertinent to this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions.

36. PUBLIC RECORDS LAW. Contracting Party understands and acknowledges that St. Croix is subject to the Public Records Law of the State of Wisconsin. As such, Contracting Party agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. Contracting Party agrees to assist St. Croix in complying with any public records request that St. Croix receives pertaining to this Agreement. Additionally, Contracting Party agrees to indemnify and hold harmless St. Croix, its elected and appointed officials, officers, employees, and authorized representatives for any liability, including without limitation, attorney fees related to or in any way arising from Contracting Party's actions or omissions which contribute to St. Croix's inability to comply with the Public Records Law. In the event that Contracting Party decides not to retain its records for a period of seven (7) years, then it shall provide written notice to St. Croix whereupon St. Croix shall take custody of said records assuming such records are not already maintained by. This provision shall survive the termination of this Agreement.

37. CONSTRUCTION. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. This Agreement shall be deemed to have been drafted by the parties of equal bargaining strength. The captions appearing at the first of each numbered section of this Agreement are inserted and included solely for convenience but shall never be considered or given any effect in construing this Agreement with the duties, obligations, or liabilities of the respective parties hereto or in ascertaining intent, if any questions of intent should arise. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.

38. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

39. COMPLIANCE WITH LAW. The parties shall comply in all material respects with any and all applicable federal, state and local laws, regulations and ordinances.

40. FORCE MAJEURE. St. Croix shall not be responsible to Contracting Party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

41. GOOD STANDING. Contracting Party affirms that it is a company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Contracting Party is duly licensed or qualified to do business and is in good standing in the State of Wisconsin and in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

42. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

43. EXECUTION OF AGREEMENT. Contracting Party shall sign and execute this Agreement on or before sixty (60) days of its approval by St. Croix, and Contracting Party's failure to do so will render the approval of the Agreement by St. Croix null and void unless otherwise authorized.

44. COUNTERPARTS. This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreements and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

45. SURVIVAL. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.



ST. CROIX COUNTY

SOLICITATION RESPONSE FORM

Solicitation Number: SR2015

Solicitation Title: SNOW PLOWING

The following shall be completed by the Contractor:

Contractor Company Name:

Acknowledgement and Number of Solicitation Addenda Received:

PLEASE READ THE FOLLOWING BEFORE COMPLETING THIS SOLICITATION RESPONSE FORM

The provisions of the solicitation document should be reviewed and understood before preparing a solicitation response. Unless the solicitation document provides otherwise, the solicitation response shall be the best price for all labor, equipment, materials and services for the project described in the solicitation document.

Rate Information (add pricing per equipment detail below, or attach separate sheet):

Price: \$ _____

ACKNOWLEDGEMENT

By signing below, I certify that I understand, agree, and bind the Contractor to the provisions contained in the solicitation document for the above Solicitation Number, including the General Solicitation Terms and Conditions and the General Contract/Agreement Terms and Conditions and that I am authorized to submit this solicitation response on behalf of the Contractor.

COLLUSION

By signing below, I certify that this solicitation response has been prepared without any collusion with other contractors, competitors, County employees or County Board members and without taking any other action which will restrict competition or constitute fraud or collusion.

Name and Title of Authorized Contractor Representative: _____

Signature: _____

Date: _____

Solicitation Number: SR2015

Solicitation Title: SNOW PLOWING



ST. CROIX COUNTY

CONTRACTOR INFORMATION AND REFERENCE FORM

St. Croix County requires completion of this form for this solicitation. Failure to submit this completed form with the solicitation response will result in rejection of the Contractor's solicitation response.

Company Information:

1. Contractor Name (as on file with the WI Secretary of State's Office, if applicable):
2. Name of CEO or Company President:
3. FEIN / Contractor Tax ID Number:
4. Wisconsin Business Licenses Filing Number:
5. Local Telephone Number:
6. Toll Free Telephone Number:
7. Fax Number:
8. Email Address:
9. Address:
10. City:
11. State:
12. Zip Code:

Solicitation Response Contact:

1. Name and Title of the person to contact for questions concerning this solicitation response:
2. Local Telephone Number:
3. Toll Free Telephone Number:
4. Fax Number:
5. Email Address:
6. Address:
7. City:
8. State:
9. Zip Code:

Contract Mailing Address (if different from Company Information):

1. Contact Name and Title:
2. Local Telephone Number:
3. Toll Free Telephone Number:
4. Fax Number:
5. Email Address:
6. Address:
7. City:
8. State:
9. Zip Code:

Reference Requirements: Provide a minimum of three (3) references for work completed within the last five (5) years that is similar to what is requested in this solicitation.

1. First Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

2. Second Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

3. Third Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

Name and Title of Authorized Contractor Representative: _____

Signature: _____

Date: _____



ST. CROIX COUNTY

NO SOLICITATION RESPONSE FORM

St. Croix County strives to conduct all solicitations in an open, fair, and transparent manner. If you have selected to not participate in this solicitation, the County is asking you to complete this form and return it via e-mail: monica.lucht@co.saint-croix.wi.us, to the appropriate County Personnel.

- ☐ 1. We did not feel we could be competitive.
- ☐ 2. We do not furnish the supplies, equipment materials or services requested.
- ☐ 3. Insufficient time to respond.
- ☐ 4. We did not have sufficient staffing to complete the solicitation response.
- ☐ 5. Not interested.
- ☐ 6. Other: _____

Contractor Name:

Name of CEO or Company President:

Local Telephone Number:

Toll Free Telephone Number:

Fax Number:

Email Address:

Address:

City:

State:

Zip Code:

Name and Title of Authorized Contractor Representative: _____

Signature: _____

Date: _____